

EXHIBIT D



INTERMET CORPORATION
301 Commerce Street, Suite 2901
Fort Worth, TX 76102-4140
Tel: 817-348-9190

October 19, 2007

Tom Ioanes
Casting Category Manager
Delphi Corporation
2000 Forrer Boulevard
Kettering, OH 45420

Dear Tom:

I am writing to you with respect to the letter agreement dated December 12, 2003 between Internet Corporation ("Internet") and Delphi Corporation ("Delphi") concerning the GMT-900 program (the "Rebate Agreement"). A copy of the Rebate Agreement is attached as **Exhibit 1**. The Rebate Agreement references Internet's obligation to supply a front steering knuckle to Delphi pursuant to a supply contract between the parties (the "Supply Contract").

Pursuant to the Rebate Agreement, Internet agreed to provide an advance rebate to Delphi of \$600,000. Delphi agreed to, among other things, purchase a minimum of 750,000 sets of steering knuckles per year for five (5) years or 100% of the Delphi sourced volume, whichever is greater, over the life of the GMT-900 program. The Rebate Agreement provides that if Delphi does not purchase the minimum amount, Delphi will refund to Internet the advance rebate proportionally to the shortfall based on the minimum quantity.

Delphi no longer supplies General Motors ("GM") pursuant to the GMT-900 program. Indeed, on September 17, 2007, Delphi agreed to sell substantially all assets used by Delphi in support of the GMT-900 program which were located in its Saginaw, Michigan facility. (See Saginaw Chassis Asset Sale Motion attached as **Exhibit 2**). Furthermore, Delphi ceased ordering steering knuckles from Internet on or before September 17, 2007. Accordingly, the Supply Contract has been terminated by virtue of the sale and the cessation of orders by Delphi.

As a result of that termination, and pursuant to the Rebate Agreement, Delphi is obligated to refund to Internet \$417,200 which is the shortfall based on the minimum quantity stated in the Rebate Agreement. A chart summarizing the calculation of the shortfall is attached as **Exhibit 3**.

Internet hereby demands that Delphi pay to Internet \$417,200 within ten (10) days. If Internet does not receive \$417,200 within ten (10) days, it will pursue all available legal remedies, including, but not limited to, filing a Motion to Compel Payment of an Administrative Expense in the Bankruptcy Court. In addition to Internet's right to payment of an administrative

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expense, Internet expressly reserves all other rights and claims it has against Delphi and its debtor affiliates.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Mihalic", written over a horizontal line.

Jeff Mihalic
President and Chief Executive Officer